

ATTORNEYS DOCKET  
075791.0232

PATENT APPLICATION  
10/537,717



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Gottfried (nmi) Beet, et al.  
Serial No.: 10/537,717  
Filing Date: December 5, 2002  
Art Unit: Unknown  
Confirmation No.: Unknown  
Examiner: Unknown  
Title: ***OPTICAL TRANSMITTER AND/OR  
RECEIVER ASSEMBLY COMPRISING  
A PLANAR OPTICAL CIRCUIT***

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

**CERTIFICATE OF MAILING BY EXPRESS MAIL**

I hereby certify that the attached Revocation of Attorney and Appointment of New Attorneys for Non-Provisional Application (3 pages); with 3 attached Assignments (5 total pages); Baker Botts return postcard (1 postcard); and this Certificate of Mailing (1 page) are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 on this 31st day of August 2006 and is addressed to the Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450.

Willie Jiles  
Willie Jiles

Express Mail Receipt  
No. EV 732545269 US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Gottfried (nmi) Beet, et al.

Serial No.: 10/537,717

Filing Date: December 5, 2002

Art Unit: Unknown

Confirmation No.: Unknown

Examiner: Unknown

Title: ***OPTICAL TRANSMITTER AND/OR RECEIVER  
ASSEMBLY COMPRISING A PLANAR OPTICAL CIRCUIT***

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Dear Sir:

**REVOCATION OF ATTORNEY AND APPOINTMENT  
OF NEW ATTORNEYS FOR NON-PROVISIONAL APPLICATION, WITH  
CERTIFICATE UNDER 37 C.F.R. 3.73(b)**

EZconn Corporation, a corporation organized under the laws of Taiwan, and having a principal place of business at Taipei, Taiwan, certifies that it is the assignee in the patent application identified above by virtue of a chain of title from the inventors, of the patent application identified above, to the current assignee as shown below:

1. From: Gottfried (nmi) Beet and Hans-Ludwig Althaus  
To: Infineon Technologies AG  
**Copy of which is attached.**

2. From: Infineon Technologies AG  
To: Infineon Technologies Fiber Optics GmbH  
**Copy of which is attached.**
3. From: Infineon Technologies Fiber Optics GmbH  
To: EZconn Corporation  
**Copy of which is attached.**

I hereby revoke all prior powers of attorney in the subject application and appoint the following as principal attorneys with full power to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith:

I hereby appoint:

Practitioners at Customer Number

**05073**

all of the firm of Baker Botts L.L.P., my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and to file and prosecute any international patent applications filed thereon before any international authorities.

Please address all correspondence to the following:

Samir A. Bhavsar, Esq.  
at the above-mentioned Customer No.

Please direct all phones calls to the following:

Samir A. Bhavsar, Esq.  
Direct: (214) 953-6581

I, Chih-Cheng Chen, CEO of EZconn Corporation, a corporation organized under the laws of Taiwan, am empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

EZconn Corporation

August 11, 2006  
Date

By: Chih-Cheng Chen  
Chih-Cheng Chen  
CEO

## ASSIGNMENT

For good and valuable consideration, I, Gottfried Beer, a citizen of Germany, residing at Hochrainstrasse 8, 93152 Nittendorf, Germany, and Hans-Ludwig Althaus, a citizen of Germany, residing at Georgstrasse 12, 93138 Lappersdorf, Germany, hereinafter individually or collectively referred to as "Assignor";

Hereby sell, assign and transfer to **Infineon Technologies AG**, a corporation organized and existing under the laws of Germany, having its principal place of business at St. Martin Str. 53, 81669, Munich, Germany, hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned and

filed on June 3, 2005 (PCT-based filing date December 5, 2002)

Serial No. 11/

entitled: "OPTICAL TRANSMITTER AND/OR RECEIVER ASSEMBLY COMPRISING A PLANAR OPTICAL CIRCUIT"

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

SIGNATURE: Gottfried Beer DATE: 29.06.2005  
Gottfried Beer (1<sup>st</sup> INVENTOR)

SIGNATURE: Hans-Ludwig Althaus DATE: 01.07.2005  
Hans-Ludwig Althaus: (2<sup>nd</sup> INVENTOR)

## MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (hereafter "Memorandum") IS BY AND BETWEEN **INFINEON TECHNOLOGIES AG** (hereinafter "ITAG"), a company organized under the laws of Germany, and having a principal place of business at Munich, and **INFINEON TECHNOLOGIES FIBER OPTICS GmbH** (hereinafter "IFFO"), a company organized under the laws of Germany, and having a principal place of business at Berlin.

WHEREAS, ITAG has had, or may have had, legal and/or beneficial right, title, and/or interest, in and to certain patent rights, including patents, patent applications, continuations, continuations-in-part, divisionals, reissues, and/or renewals thereof, in the United States and other countries;

WHEREAS, ITAG participated in a contract whereby ITAG agreed to and did assign all legal and beneficial right, title and interest in and to certain of these patent rights to IFFO, including those identified in Appendixes A to H this Memorandum (hereinafter "PATENT RIGHTS");

WHEREAS, the parties wish to further acknowledge and confirm the assignment of these PATENT RIGHTS, and acknowledge that the assignment of these PATENT RIGHTS is valid and enforceable, and is effective as of 4 February, 2004;

and

WHEREAS, IFFO wishes to confirm that it has acquired and accepted all right, title and interest in the PATENT RIGHTS;

IN RELIANCE ON THE FOREGOING and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ITAG by these presents does confirm having assigned, and transferred, and/or does hereby assign, and transfer, to IFFO and its successors-in-interest, any and all right, title, and interest in the PATENT RIGHTS, world-wide, including the full and exclusive world-wide right to the PATENT RIGHTS, any continuations, continuations-in-part, divisionals, reissues, and/or renewals thereof, to be held and enjoyed by IFFO to the full end of the term for which any patents are granted, and any extensions or substitutions thereof, as fully and entirely as the same would have been held by ITAG had this assignment and sale not been made. This assignment shall include the right to claim priority under any treaty or convention for any of the PATENT RIGHTS, and shall include the right to sue for and collect past damages. ITAG further hereby covenants and agrees to execute all instruments or documents required or requested by IFFO (or any successor-in-interest to any of the PATENT RIGHTS) in connection with perfecting title to, obtaining, and/or enforcing any of the PATENT RIGHTS or related rights, without further or other compensation. IFFO does hereby confirm, acquire, and accept such assignment and transfer of all of the above PATENT RIGHTS and related rights.

IT IS SO AGREED on this 15th day of February, 2006

for Infineon Technologies AG:

*i.v. Jor*  
Name: Dieter Joseph  
Title: (Director)

*i.v. Laqua*  
Elke Laqua  
(Patent Administration Officer)

State of Germany

In presence of

*i.v. Girstenbreu*  
Name: Girstenbreu  
Title: Authorized Patent Administrator

*i.v. Post*  
Post  
Authorized Patent Administrator

*[Signature]*  
for INFINEON TECHNOLOGIES FIBER OPTICS GmbH

Name (print): Andreas Dünow  
Title: General Manager

In presence of (two witnesses)

*[Signature]*  
Name (print) Sack ARMAN

Title: Sr. Manager, M&A

## DECLARATION OF ASSIGNMENT

This DECLARATION OF ASSIGNMENT (hereafter "Declaration") IS BY AND BETWEEN INFINEON TECHNOLOGIES FIBER OPTICS GmbH (hereinafter "IFFO"), a company organized under the laws of Germany, and having a principal place of business at Berlin, and EZCONN Corporation. (hereinafter "EZCONN"), a company organized under the laws of Taiwan, and having a principal place of business at Taipei, Taiwan .

WHEREAS, IFFO has had, or may have had, legal and/or beneficial right, title, and/or interest, in and to certain patent rights, including patents, patent applications, continuations, continuations-in-part, divisionals, reissues, and/or renewals thereof, in Europe, the United States and other countries;

WHEREAS, IFFO participated in a contract whereby IFFO agreed to and did assign all legal and beneficial right, title and interest in and to certain of these patent rights to EZCONN, including those identified in Appendixes A to H to this declaration (hereinafter "PATENT RIGHTS");

WHEREAS, the parties wish to further acknowledge and confirm the assignment of these PATENT RIGHTS, and acknowledge that the assignment of these PATENT RIGHTS is valid and enforceable, and is effective as of 02 August 2005 ;

and


WHEREAS, EZCONN wishes to confirm that it has acquired and accepted all right, title and interest in the PATENT RIGHTS;

IN RELIANCE ON THE FOREGOING and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IFFO by these presents does confirm having assigned, and transferred, and/or does hereby assign, and transfer, to EZCONN and its successors-in-interest, any and all right, title, and interest in the PATENT RIGHTS, world-wide, including the full and exclusive world-wide right to the PATENT RIGHTS, any continuations, continuations-in-part, divisionals, reissues, and/or renewals thereof, to be held and enjoyed by EZCONN to the full end of the term for which any patents are granted, and any extensions or substitutions thereof, as fully and entirely as the same would have been held by IFFO had this assignment and sale not been made. This assignment shall include the right to claim priority under any treaty or convention for any of the PATENT RIGHTS, and shall include the right to sue for and collect past damages. IFFO further hereby covenants and agrees to provide all instruments or documents required or requested by EZCONN (or any successor-in-interest to any of the PATENT RIGHTS) in connection with perfecting title to, obtaining, and/or enforcing any of the PATENT RIGHTS or related rights, without further or other compensation. EZCONN does hereby confirm, acquire, and accept such assignment and transfer of all of the above PATENT RIGHTS and related rights.



IT IS SO AGREED on this 14th day of February, 2006

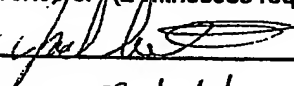
for Infineon Fiber Optics GmbH:

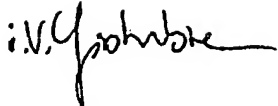
  
\_\_\_\_\_  
Name (print): Andreas Dünnow  
Title: General Manager

State of Germany

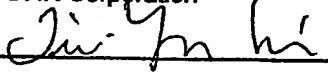
County of Berlin

In presence of (2 witnesses required)

  
\_\_\_\_\_  
Name (print): Sach Arken  
Title: Senior Manager, USA

  
Girstenbreu  
Authorized Patent Administrator

for EZCONN Corporation

  
\_\_\_\_\_  
Name (print): Jian-Yu Lin  
Title: President & CEO